

DIRECTOR OF SPECIAL EDUCATION

This AGREEMENT made September __, 2019, by and between the LOWELL PUBLIC SCHOOLS, hereinafter referred to as "EMPLOYER", and MICHAEL LOVATO, hereinafter referred to as the DIRECTOR OF SPECIAL EDUCATION.

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. EMPLOYMENT: The EMPLOYER hereby employs MICHAEL LOVATO as the DIRECTOR OF SPECIAL EDUCATION of the public schools of Lowell and MICHAEL LOVATO hereby accepts employment on the following terms and conditions:
2. TERM: The DIRECTOR OF SPECIAL EDUCATION shall be employed for a period commencing September __, 2019 through June 30, 2020. If the Superintendent fails to notify the Director of Special Education of the non-renewal of this agreement or any subsequent agreement at least sixty days prior to its expiration it shall be automatically renewed for an additional one-year period on terms no less favorable to the DIRECTOR OF SPECIAL EDUCATION than prevailed in the September __, 2019 through June 30, 2020 agreement year. The DIRECTOR OF SPECIAL EDUCATION and the SUPERINTENDENT shall meet in February of 2020 for the purposes of reviewing continuation of the Agreement and to discuss the salary and other terms of a potential Successor Agreement.
3. COMPENSATION:
 - a.) The DIRECTOR OF SPECIAL EDUCATION shall be paid an annual salary, commencing September __, 2019 and terminating June 30, 2020 as DIRECTOR OF SPECIAL EDUCATION of One Hundred and Thirty Thousand (\$130,000.00) Dollars, payable in equal installments in accordance with the policy of the EMPLOYER governing payments of salary of other professional staff members in the school department. This salary will be prorated as per the actual starting date of employment.
 - b.) The DIRECTOR OF SPECIAL EDUCATION shall be entitled to an increase of \$3,000.00, if and when, he is awarded a doctorate degree.
4. SEVERANCE CLAUSE: At the time of the DIRECTOR OF SPECIAL EDUCATION retirement, resignation, non-renewal of contract, or death, the DIRECTOR OF SPECIAL EDUCATION or his estate will receive 100% of all accrued vacation.
5. TERMINATION: See paragraph 17 for termination.
6. DUTIES: The DIRECTOR OF SPECIAL EDUCATION shall perform faithfully to the best of his ability, the duties of DIRECTOR OF SPECIAL EDUCATION, as outlined in the attached exhibit marked 'A.'
7. CERTIFICATE: The DIRECTOR OF SPECIAL EDUCATION shall furnish and maintain throughout the term of this contract a valid and appropriate certificate qualifying him to

act as DIRECTOR OF SPECIAL EDUCATION of the Lowell School Department in the Commonwealth of Massachusetts, as required by Massachusetts General Laws, Chapter 71, as amended by the Education Reform Act of 1993 and applicable provisions of 603 C.M.R.

8. OTHER ACTIVITIES: The DIRECTOR OF SPECIAL EDUCATION may accept speaking, writing, lecturing, or other engagements of a professional nature as he sees fit, provided they do not derogate from his duties as DIRECTOR OF SPECIAL EDUCATION and further provided that said activity complies with the provisions of Massachusetts General Laws, Chapter 268A.

9. REIMBURSEMENT FOR EXPENSES: The COMMITTEE shall reimburse the DIRECTOR OF SPECIAL EDUCATION for all expenses reasonably incurred in the performance of the duties under this contract in accordance with the laws of Massachusetts and the policies and ordinances of the City of Lowell. Such expenses shall include, but shall not be limited to, costs of transportation and attendance as appropriate local, state and national meetings. All expenses associated with toll and mileage reimbursements shall be satisfied by a monthly travel allowance of Three Hundred (\$300.00) Dollars. Any additional reimbursements, including, but not limited to plane fare, room and board, meals, etc., will be based on submission of receipts. Said reimbursement shall not be construed as placing DIRECTOR OF SPECIAL EDUCATION in the performance of his duties (i.e. acting within the scope of his employment, while traveling to and from work.) During such travel time, his employment relationship is suspended for the purposes of compensation, including but not limited to regular compensation and workers' compensation.

10. STATE RETIREMENT SYSTEM: The DIRECTOR OF SPECIAL EDUCATION shall be a member of the Massachusetts Teachers Retirement System as required by Massachusetts General Laws, Chapter 32, Section 2.

11. FRINGE BENEFITS: The DIRECTOR OF SPECIAL EDUCATION shall be entitled to all insurance (medical, hospital and life) benefits and all other fringe benefits currently available to teachers, such benefits not to reduce benefits expressly provided for in this contract or to be agreed upon in the future. The EMPLOYER and the DIRECTOR OF SPECIAL EDUCATION may agree or alter components of these benefits or to add benefits not currently available to professional personnel.

12. ANNUAL VACATION: The DIRECTOR OF SPECIAL EDUCATION shall earn twenty-five (25) vacation days per fiscal year, prorated for the term of the contract. These vacation days will be earned at a rate of "two (2) days per month" until the prorated amount is reached. All accumulated vacation time, at the rate earned and not redeemed, will be paid to the Administrator (or his estate) in the next pay period following resignation, retirement, termination or death at the then effective per diem rate of pay calculated based on the actual number of days in each year the Administrator is required to work. Vacation time shall be cumulative to sixty (60) days.

13. SICK LEAVE: The DIRECTOR OF SPECIAL EDUCATION shall be entitled to sick leave in an amount equal to, but not in excess of twelve (12) days of sick leave for each year of

this contract and any extensions hereunder. The DIRECTOR OF SPECIAL EDUCATION unused sick leave shall be cumulative. The DIRECTOR OF SPECIAL EDUCATION shall be eligible for extended sick leave benefits as are presently available to administrators and as such benefits may be amended from time to time. Not with standing any provision to the contrary, the Director of Special Education will not receive any buy back for any unused sick days on his resignation, retirement, termination, or death.

14. INDEMNIFICATION: The Committee hereby represents that the City of Lowell is bound by the provisions of Section 9 of Chapter 258, and Section 13 of Chapter 258 of the General Laws, which provides that the City shall indemnify and save harmless municipal officers, elected or appointed, from personal financial loss and expense including reasonable legal fees and costs, if any, in an amount not to exceed One Million Dollars, arising out of any claim, demand, suit or judgment by reason of any act or omission, except an intentional violation of civil rights of any person, if the official at the time of such act or omission was acting within the scope of his official duties or employment.

15. PERSONAL DAYS: The DIRECTOR OF SPECIAL EDUCATION shall be granted three (3) personal days per contract year. No accumulation of personal days exists under this agreement.

16. PERFORMANCE: The DIRECTOR OF SPECIAL EDUCATION shall satisfactorily fulfill all aspects of this contract. Any exception hereto shall be by mutual agreement between the DIRECTOR OF SPECIAL EDUCATION and the Superintendent of Schools in writing.

17. TERMINATION, DEMOTION AND SUSPENSIONS:

a) In the event that the DIRECTOR OF SPECIAL EDUCATION desires to terminate his contract before the term of service shall have expired, he may do so with a least ninety (90) days written notice of intent to the Superintendent of Schools and the Superintendent accepts said resignation.

b) The Superintendent of Schools may dismiss, demote or suspend the DIRECTOR OF SPECIAL EDUCATION for good cause and in accordance with the procedures contained in Massachusetts General Laws, chapter 71, section 41 and 42D. DIRECTOR OF SPECIAL EDUCATION may not seek review of such decision by filing a demand for arbitration with any agencies. The sole remedy shall be by court proceedings. The judicial dispute, if any, shall be limited to a determination of damages under the contract.

c) As used herein, "good cause" shall mean any grounds put forth by the Superintendent of Schools which are not arbitrary, irrational, unreasonable, in bad faith or irrelevant to the operation of the school system. No Arbitrator may apply a definition of the words "good cause" other than the definition appearing immediately above and arbitral review shall be limited to the question whether such grounds were put forth in good faith.

18. EVALUATION:

The Superintendent of Schools shall evaluate the performance of the DIRECTOR OF SPECIAL EDUCATION annually based upon 1) the duties and responsibilities contained in the DIRECTOR OF SPECIAL EDUCATION's job description attached hereto; 2) as presented and called for under Massachusetts General Laws, chapter 71 as amended by the Education Reform Act of 1993; 3) as contained in the Policies of the Lowell School Committee; 4) as contained in the policies and directives of the Superintendent of Schools; and 5) the annual school improvement goals mutually agreed upon by the Director of Special Education and the Superintendent of Schools. Final evaluation may allocate among those items various weight as determined by the Superintendent of Schools.

19. ENTIRE AGREEMENT:

This contract embodies the whole AGREEMENT between the EMPLOYER and the DIRECTOR OF SPECIAL EDUCATION and there are no inducements, promises, terms, conditions, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by a written amendment, signed by the party against whom enforcement thereof is sought.

20. SEVERABILITY:

It is understood and agreed by the parties that if any part, term or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the Commonwealth of Massachusetts, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provisions held to be invalid.

21. APPLICABLE LAW:

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this AGREEMENT and a duplicate thereof this _____ day of September in the year 2019.

DIRECTOR OF SPECIAL EDUCATION FOR THE LOWELL SCHOOL COMMITTEE

Michael Lovato

Joel D. Boyd, Ed.D.

THE LOWELL SCHOOL COMMITTEE,

William Samaras, Mayor

Dominik Hoy Lay

Andre P. Descoteaux

Connie A. Martin

Jackie Doherty

Gerard Nutter

Robert J. Hoey, Jr.

APPROVED AS TO FORM:

Christine P. O'Connor
City Solicitor

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all tax returns and paid all state taxes required under law.

Signature of Individual (Mandatory)

Social Security #

Approval of contract or other agreement will not be granted unless this certification clause is signed by the applicant.

Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the Authority of Mass. G.L. c62C s.49A.



DIRECTOR OF SPECIAL EDUCATION

Lowell Public Schools
Lowell, Massachusetts

Job Details

Job ID: 3129741

Application Deadline: July 11, 2019

Posted : June 28, 2019

Starting Date: Immediately

Job Description

Overview:

The Director of Special Education must maintain a high level of knowledge regarding developing special education issues, changes in the laws and case law, and educational methods of educating students with disabilities, for the purpose of managing an excellent special education program. The Director of Special Education must be knowledgeable of best practice in special education instruction, teaching methodology, behavior management of students with disabilities, and the general education curriculum for students, ages 3-22. The Director of Special Education must demonstrate the leadership qualities and personal characteristics necessary to work effectively as a team member with professional and support staff, parents, and community agency personnel. The Director of Special Education is responsible for the development, placement, implementation and evaluation of programs and services for students with disabilities and shall articulate a clear vision for success. The Director of Special Education demonstrates ethical behavior and ensures continuous improvement to meet the district mission of high level learning for all students

PERFORMANCE RESPONSIBILITIES

Perform all duties of Director of Special Education as defined by Chapter 766 regulations (M.G.L. c. 71B, 603 CMR 28.00, 313.0) and ensure district compliance with federal and state education laws and regulations.

Exercise general supervision over the screening, referral, evaluation, placement for all students with disabilities.

Formulate policies and procedures for new or revised programs or activities, to locate, identify, and evaluate students with suspected disabilities.

Evaluate district and school Special Education programs and monitor the implementation of special education to ensure compliance with regulations.

Evaluate and observe special education programs to determine the effectiveness of teaching strategies to enhance instruction.

Collaborate with school principals and school special education staff for the purpose of implementing and maintaining services and/or programs.

Oversee the delivery of differentiated curriculum and instructional practices within the educational program for special needs students.

Collaborate with school and district level curriculum committees to develop plans and recommendations for the inclusion of students with disabilities in all aspects of the educational environment.

Work with central office administrators and principals to provide leadership, professional development and support for integrating special education services and programs within the regular education environment.

Ensure that students with special needs have full access to the curriculum outlined in the Common Core Standards so that all students

can earn proficient scores on the Massachusetts Comprehensive Assessment System (MCAS).

Oversee the district's out-of-district tuition program, ensuring least restrictive placements, and developing cost-effective in-district alternatives when feasible and appropriate.

Manage fiscal resources from the General Fund and special education grants, prepare budgets and direct spending, and monitor maintenance of effort, for the purpose of fiscal efficiency in providing required services.

Direct the Medicaid Administrative Claiming process and direct billing of Medicaid-eligible special education services provided by the district, for the purpose of gaining fiscal resources.

Coordinate educational services for home and hospital programs.

Prepare and submit all required federal, state and local reports.

Assist school administrators and central office administrators in the recruitment, selection, supervision and evaluation of staff.

Supervise and evaluate central office special education personnel.

Supervise and evaluate school based special education evaluation team staff.

Set staffing levels for special education programs for the purpose of providing services with fiscal efficiency.

Ensure effective communication and collaboration with families, including support for the district-wide Special Education Parent Advisory Council (PAC).

Work with advocates, public and private agencies, physicians and community resources to secure and provide services to students with disabilities.

In collaboration with the district Staff Counsel for Student Services, oversee problem solving, conflict resolution and dispute resolution procedures including negotiation, mediation and Bureau of Special Education Appeals (BSEA) proceedings.

Perform such other tasks as assigned by the Superintendent.

Position Type: Full-time

Positions Available: 1

Salary: \$ 125,000 to \$ 135,000 Per Year

- Job Category : Administrator > Special Education Director

Equal Opportunity Employer

Lowell Public Schools is committed to maintaining a work and learning environment free from discrimination on the basis of race, color, religion, national origin, pregnancy, gender identity, sexual orientation, marital/civil union status, ancestry, place of birth, age, citizenship status, veteran status, political affiliation, genetic information or disability, as defined and required by state and federal laws.

Additionally, we prohibit retaliation against individuals who oppose such discrimination and harassment or who participate in an equal opportunity investigation.

Job Requirements

- **Qualification:**
 - A Master's or higher earned degree from an accredited college or university.
 - Eligible for certification in the Commonwealth of Massachusetts as special education administrator.
 - At least ten (10) years in education, including successful teaching or related experience in special education, and at least three (3) years of successful administrative experience.
 - Highly developed interpersonal and organizational skills.
 - Demonstrated success in the design, implementation and assessment of educational programs.
 - Demonstrated effectiveness in overseeing the delivery of differentiated curriculum and instructional practices within the educational program for special needs students.
 - Demonstrated effectiveness in supervision and evaluation of professional staff.
 - Strong leadership skills.
- At least 10 years of relevant experience preferred
- Master degree preferred
- Citizenship, residency or work visa required

Contact Information

Robin Desmond , Assistant Superintendent

8/30/2019

DIRECTOR OF SPECIAL EDUCATION job in Lowell, Massachusetts

155 merrimack Street
Lowell, Massachusetts 01852

Phone: 978-674-4323

The content you submit, offer, contribute, attach, post, or display (each a "Submission") will viewed by other users of the service who may or may not be accurately representing who they are or who they represent. Do not include any sensitive data in your submissions. Any submission or any use or reliance on any content or materials posted via the service or obtained by you through the use of the service is at your own risk. "Sensitive data" for purposes of this section means social security or other government-issued identification numbers, medical or health information, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information or any other sensitive personal data as defined under applicable laws.

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